

A RESOLUTION

BY: CITY UTILITIES COMMITTEE

02-*R*-1379

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL ASSISTANCE ROAD PROGRAM AGREEMENT FOR PROJECT NO. PR 8532-73 (121), FOR THE PURPOSE OF RESURFACING CITY STREETS, AND FOR OTHER PURPOSES:

WHEREAS, the Georgia Department of Transportation has agreed to resurface four streets, 2.380 miles of roadway in the City of Atlanta in connection with the Local Assistance Road Program and has presented two agreements for execution by the City of Atlanta, and it is deemed beneficial to the City of Atlanta to participate in this program; and

WHEREAS, Project PR 8532-73 (121) will benefit citizens in certain City Council Districts within the City of Atlanta, County of Fulton.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA that the Mayor be and is hereby authorized to execute a Local Assistance Road Program Agreement for Project PR 8532-73 (121), in substantially the form attached hereto, Exhibit "A", for the purpose of resurfacing the following streets, and for other purposes:

1. **Browns Mill Road**, SE from Southside Industrial Pkwy to Macedonia Rd
2. **King Arthur Road**, SW from Austin Rd to Dead End
3. **King Henry Road**, SW from Austin Rd to Dead End
4. **Ormewood Avenue**, SE from Boulevard to Woodland Ave

BE IT FURTHER RESOLVED that a description of Project PR 8531-86 (089) is attached hereto as Exhibit "B".

**DEPARTMENT OF TRANSPORTATION
CITY RIGHT OF WAY AGREEMENT**

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF ATLANTA

The DEPARTMENT will assist the CITY in constructing a project for the improvement of 2.38 miles of resurfacing on Four Streets as per attached sketch and designated as Project Number PR 8532-73 (121), hereinafter referred to as the "Project", a complete plan of said project is on file at the appropriate District Office of the Department of Transportation, on which reference is hereby made for all purposes;

Therefore, in consideration of the mutual benefit to the parties derived from the construction, installation and operation of said improvements, the CITY agrees as follows:

The CITY agrees to furnish, at no expense to the Department of Transportation, good and sufficient title, to provide Right of Way, necessary for the proper construction and maintenance of the above named project in accordance with pertinent agreements and regulations, according to the plans prepared by the DEPARTMENT, including any drainage deemed necessary by the Department or it's engineers, within the limits of said CITY.

The CITY agrees to provide for it's proper maintenance after completion of said improvements, and will make ample provisions each year for such maintenance.

The CITY agrees that when the above numbered project is advertised for letting, the CITY will arrange with various utility owners to place underground facilities that are approved to remain under the pavement in a satisfactory state of repair except where this phase of work is covered by separate agreements.

The CITY further agrees to assume responsibility for and cooperate with the Utility Owners in the moving, setting back, replacing or lowering of all customer's service connections, including gas lines, telephone lines, electric power lines, water mains and sanitary sewer connections to clear construction by one foot whether such facilities are publicly or privately owned except where this phase is covered by separate agreement. Additionally, the CITY will require stubs and headers to be installed to avoid future cutting of the pavement.

It is further agreed that after construction is completed on off-system projects, no new or additional utilities facilities will be allowed to encroach on the rights of way for this project except under permit issued by the CITY in accordance with the policies of the Department of Transportation, with special emphasis on the Department's prohibition on pavement cuts in new and widened roadways.

The CITY agrees to remove any existing structures or obstructions as provided in pertinent agreements, prior to advertisement for letting and to prevent any future encroachments upon the right of way limits of said roadway not covered by permits duly issued by the Department or the CITY; and furthermore agrees, obligates and binds itself in accordance with Title 40 of the Georgia Code that it will not pass any laws, rules, regulations or ordinances which penalize, hinder or otherwise obstruct the free movement of vehicular traffic on said roadway, including angle parking, nor erect any traffic signals, towers or lights on the said right of way without written consent of the DEPARTMENT.

The CITY agrees that prior to, during and after completion of the construction of the above named Project, the CITY shall defend and hold harmless the Department of Transportation for any liability for direct or consequential damages resulting from personal injury, property damages, or inverse condemnation, except for that which is the result of the sole negligence of the Department of Transportation. After completion and final acceptance by the Department, of the Project, the CITY assumes complete ownership, control, and responsibility, including any liability for the above named Project.

This Agreement is made and entered into in Dekalb County, Georgia, and shall be governed and construed under the Laws of the State of Georgia.

This the ____ day of _____, 2002.

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF ATLANTA

Shirley Franklin Mayor

I, _____, as Clerk of said City, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and that the Mayor of the City was authorized and directed to execute the same for and in behalf of said City.

Witness my hand and official signature, this ____ day of _____, 2002.

City Clerk

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF ATLANTA

This is to certify, that in my opinion, the dedication of the streets named and described above is complete.

City Attorney Date

L A R P P R O J E C T R E P O R T

Roads/Streets in: FULTON		/ ATLANTA		Project Number: PR 8532-73 (121)	
1	Road Name...: BROWNS MILL RD Co. Rd. No.: CS Beginning At: SOUTHSIDE INDUSTRIAL PRWY Ending At: MACEDONIA RD	Length: 0.880MI Width(FT): 32 21 Required Striping: Center, Lane(s)	Proposed Construction: Superpave Design Lev A SPE 9.5MM@125# ASP LEVS		
2	Road Name...: KING ARTHUR RD Co. Rd. No.: CS Beginning At: AUSTIN RD Ending At: D E	Length: 0.250MI Width(FT): 28 Required Striping:	Proposed Construction: Superpave Design Lev A SPE 9.5MM@125# ASP LEVS		
3	Road Name...: KING HENRY RD Co. Rd. No.: CS Beginning At: AUSTIN RD Ending At: D E	Length: 0.250MI Width(FT): 28 Required Striping:	Proposed Construction: Superpave Design Lev A SPE 9.5MM@125# ASP LEVS		
4	Road Name...: ORMEWOOD AVE Co. Rd. No.: CS Beginning At: BOULEVARD Ending At: WOODLAND AVE	Length: 1.000MI Width(FT): 39 Required Striping: Center,	Proposed Construction: Superpave Design Lev B SPE 9.5MM@125# ASP LEVS		

NOTE: Pavement markings as noted in the LARP PROJECT REPORT sheet(s) or typical section sheet(s) of this contract will be required. Center line, edge line and lane lines, unless listed as REQUIRED STRIPING in the LARP PROJECT REPORT sheet(s) of this contract will not be required. All other existing pavement markings (school zone, railroad, stopbar, symbol, words, etc.) shall be replaced as per section 150.

NOTE: On projects with low or soft shoulders, the Contractor shall erect immediately ahead of construction operations LOW/SOFT SHOULDERS warning signs at the project termini and at intervals not to exceed one mile.

Where the Contractor is not responsible for shoulder construction, the Local Government or other will furnish LOW/SOFT SHOULDERS warning signs to the Contractor to pick up, transport, erect and maintain until the resurfacing of the project is completed. At such time, the Local Government shall maintain the signs until the shoulder is brought to proper grade. The Local Government will remove the signs.

NOTE: The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submitted under the item, LUMP SUM TRAFFIC CONTROL.

Channelization devices for use on shoulders will not be required except at the areas designated by log mile. Steady burn lights will not be required on channelization devices used on the shoulders for this project.

NOTE: Superpave Mix Design Level shall be as noted in the LARP PROJECT REPORT Sheet(s) or typical section sheet(s) of this contract.

NOTE: Temporary striping is required in accordance with Section 150.04 of the Georgia Specifications. Placement of permanent pavement markings (those for which a pay item is included in the contract, Item 652) shall be delayed for a period of 30 days minimum after placement of the final surface course on each roadway.

Local Assistance Road Program (LARP)

The following is a list of street resurfacing projects approved by the Georgia Department of Transportation for inclusion into the 2002 LARP Program.

Street Name	Quad	Beginning At	Ending At	Council Districts Impacted
PR 8532-73 (121)				
BROWNS MILL ROAD	SE	SOUTHSIDE INDUSTRIAL PY	MACEDONIA RD	12
KING ARTHUR ROAD	SW	AUSTIN RD	DEAD END	11
KING HENRY ROAD	SW	AUSTIN RD	DEAD END	11
ORMEWOOD AVENUE	SE	BOULEVARD	WOODLAND AV	1

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: Greg Pridgeon

Harvey D. Reid 7/17/02
Commissioner's Signature

Richard J. Fraley 7-17-02
Division's Signature

Originating Department: Public Works

Contact Person: Lawrence Jeter (ext. 5754)

Committee(s) of Purview: City Utilities

Committee Deadline: 7/29/02

Committee Meeting Date(s): 8/13/02

Full Council Date: 9/2/02

CAPTION:

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL ASSISTANCE ROAD PROGRAM (LARP) AGREEMENT FOR PROJECT NO. PR 8532-73 (121); AND FOR OTHER PURPOSES.

BACKGROUND/PURPOSE/DISCUSSION:

The Georgia Department of Transportation administers the Local Assistance Road Program to assist local governments in their efforts to resurface certain streets. Before participation in this program can proceed, the Mayor must execute an agreement for each project awarded to the City. This resolution authorizes the Mayor to execute that agreement.

FINANCIAL IMPACT, if any:

NONE

Mayor's Staff Only

Received by Mayor's Office 7/30/02

Reviewed By: [Signature]

Submitted to Council: _____

Action By Committee: _____ Adverse _____ Held _____ Amended

_____ Substitute _____ Other